

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ctera Networks Ltd.		11/01/2023	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	HAPOALIM BANK B.M.		
Street Address:	98 Yigal Alon Street		
City:	Tel Aviv		
State/Country:	ISRAEL		
Postal Code:	49510 07		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90559967	KUBEFS	
Serial Number:	90560006	KUBEFILER	
Registration Number:	3759519	CLOUD ATTACHED STORAGE	
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>			
Phone:	2129847764		
Email:	ssemian@wbny.com		
Correspondent Name:	Steve Semian		
Address Line 1:	575 Lexington Avenue		
Address Line 2:	Warsaw Burstein, LLP		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			
Name:	Steve Semian		
Address Line 1:	575 Lexington Avenue		
Address Line 2:	WARSHAW BURSTEIN, LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Steve Semian		

OP \$90.00 90559967

SIGNATURE:	/Steve Semian/
DATE SIGNED:	11/27/2023
Total Attachments: 9 source=Ctera Networks - IPSA (1632691x9D4B2)#page1.tif source=Ctera Networks - IPSA (1632691x9D4B2)#page2.tif source=Ctera Networks - IPSA (1632691x9D4B2)#page3.tif source=Ctera Networks - IPSA (1632691x9D4B2)#page4.tif source=Ctera Networks - IPSA (1632691x9D4B2)#page5.tif source=Ctera Networks - IPSA (1632691x9D4B2)#page6.tif source=Ctera Networks - IPSA (1632691x9D4B2)#page7.tif source=Ctera Networks - IPSA (1632691x9D4B2)#page8.tif source=Ctera Networks - IPSA (1632691x9D4B2)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of 1.11.23, 2023 by and between **HAPOALIM BANK B.M.**, an Israeli corporation, with a loan production office located at 98 Yigal Alon St., Tel-Aviv, Israel ("Bank") and **CTERA NETWORKS LTD.**, a company organized under the laws of the State of Israel, with its principal place of business located at 25 Efal St., Petach Tikvah, Israel ("Borrower").

CTERA Networks Ltd


RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in that certain Letter of Approval of Binding Credit, including its Appendix, Addendum, and the Letter of Undertaking, 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 "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower 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 Borrower to Bank.

B. Pursuant to the terms of the Credit Agreement and the debentures by and among Bank and Borrower dated on or about the date hereof (the "Debentures"), Borrower has granted to Bank a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the pledged assets under the Debentures.

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 to Bank, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

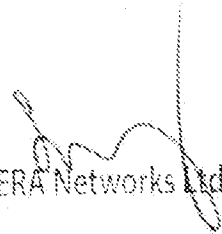
1. Borrower of Security Interest. To secure Borrower's obligations to Bank, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work 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, including on a global basis and all copies and tangible embodiments thereof, or any part thereof, in whatever form or medium, including, without limitation, any rights to unpatented inventions, know-how and operating manuals;

(c) Any and all design rights that may be available to Borrower now or hereafter existing, created, acquired or held;

Ctera Networks Ltd. - Intellectual Property Security Agreement


CTERA Networks Ltd

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, registrations, renewals, reissues, extensions, reexaminations 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, trade names, domain names and service mark rights, including translations, adaptations and any combinations of such marks whether registered or not, applications to register and registrations of the same and like protections, and all rights therein provided by international treaties or conventions, and the entire goodwill of the business of Borrower 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 and any and all source code;

(i) All amendments, extensions, renewals and extensions, including all original topographies, as well as all registrations and renewals thereof, 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. Borrower 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. Deleted.

4. Borrower further authorizes Bank to have this Agreement filed with the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office or any other appropriate federal, state or government office.

5. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Credit Agreement and the Debentures 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 Agreement, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

6. 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.

7. 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.


8. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

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.

BORROWER:

CTERA NETWORKS LTD.

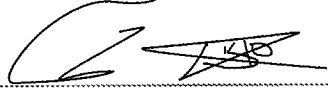
By:  _____

Name: ~~SHAY BRIN~~ CTERA Networks Ltd SHAY BRIN

Title: CEO

BANK:

HAPQALIM BANK B.M.

By:  _____

Name: Hila Dahan Suzy Piter

Title: Senior Relationship Manager Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

CTERA Networks Ltd

EXHIBIT B

Patents


CTERA Networks Ltd

Client	AgencyRef	Country	Title	ApplicationNum	FilingDate	Type	Status
CTRA	CTRA P0006	United States	TECHNIQUES FOR METACONSOLIDATING METADATA AND DATA IN A CLOUD STORAGE SYSTEM WITHOUT SERVICE INTERRUPTION	14/227,078	3/27/2014	Utility: Non-Provisional	Issued
CTRA	CTRA P0009	United States	TECHNIQUES FOR EFFICIENTLY ENFORCING RESOURCE QUOTES IN A MULTI-TENANT CLOUD STORAGE SYSTEM	14/227,278	3/27/2014	Utility: Non-Provisional	Issued
CTRA	CTRA P0009	United States	MULTI-TENANT CLOUD STORAGE SYSTEM	14/743,926	4/7/2014	Utility: Non-Provisional	Issued
CTRA	CTRA P0010	United States	INVITATION LINKS WITH ENHANCED PROTECTION	14/674,225	3/21/2015	Utility: Non-Provisional	Issued
CTRA	CTRA P0011	United States	TECHNIQUES FOR OPTIMIZING DATA FLOWS IN HYBRID CLOUD STORAGE SYSTEMS	14/674,245	3/21/2015	Utility: Non-Provisional	Issued
CTRA	CTRA P0035	United States	MULTI-LEVEL NAMESPACE MANAGEMENT SYSTEM AND METHOD THEREOF FOR HYBRID CLOUD STORAGE SYSTEMS	14/709,002	5/1/2015	Utility: Non-Provisional	Issued
CTRA	CTRA P0036	United States	STORAGE DEVICE AND METHOD THEREOF FOR INTEGRATING NETWORK ATTACHED STORAGE WITH CLOUD STORAGE SERVICES	12/641,559	12/19/2009	Utility: Non-Provisional	Issued
CTRA	CTRA P0036C1	United States	CLOUD CONNECTOR FOR INTERFACING BETWEEN A NETWORK ATTACHED STORAGE DEVICE AND A CLOUD STORAGE SYSTEM	12/641,544	7/21/2011	Utility: Non-Provisional	Issued
CTRA	CTRA P0036C2	United States	CACHING DEVICE AND METHOD THEREOF FOR INTEGRATION WITH A CLOUD STORAGE SYSTEM	14/572,067	12/16/2014	Utility: Non-Provisional	Issued
CTRA	CTRA P0036C3	United States	DATA FILES SYNCHRONIZATION WITH CLOUD STORAGE SERVICE	13/463,433	3/20/2017	Utility: Continuation	Issued
CTRA	CTRA P0036C4	United States	DATA FILES SYNCHRONIZATION WITH CLOUD STORAGE SERVICE	14/747,150	1/20/2015	Utility: Continuation	Issued
CTRA	CTRA P0037	United States	REMOTE ACCESS SERVICE FOR CLOUD-ENABLED NETWORK DEVICES	13/205,238	8/6/2011	Utility: Non-Provisional	Issued
CTRA	CTRA P0037C1	United States	SYSTEM AND METHOD FOR REMOTE ACCESS TO CLOUD-ENABLED NETWORK DEVICES	14/526,975	10/22/2014	Utility: Divisional	Issued
CTRA	CTRA P0150	United States	APPARATUS AND METHOD FOR SCANNING DATA IN A CLOUD STORAGE SERVICE	14/811,235	7/29/2015	Utility: Non-Provisional	Issued
CTRA	CTRA P0161	United States	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	14/834,984	8/25/2015	Utility: Non-Provisional	Issued
CTRA	CTRA P0161C1	United States	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	14/940,962	7/22/2018	Utility: Non-Provisional	Issued
CTRA	CTRA P0161CA	Canada	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	2952989	12/19/2016	Utility: Foreign	Issued
CTRA	CTRA P0161CN	China	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	3.03585e+11	3/16/2017	Utility: Foreign	Issued
CTRA	CTRA P0161EP	European Patent Office	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	15835743.8	12/26/2016	Utility: Foreign	Issued
CTRA	CTRA P0161EP-DE	Germany	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	EP 15 835743.8	8/25/2015	Utility: Foreign	Issued
CTRA	CTRA P0161EP-FR	France	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	EP 15 835743.8	8/25/2015	Utility: Foreign	Issued
CTRA	CTRA P0161EP-UK	United Kingdom	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	EP 15 835743.8	8/25/2015	Utility: Foreign	Issued
CTRA	CTRA P0161PCT	World Intellectual Property Organization	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	PCT/US15/46704	8/25/2015	Utility: PCT	Published
CTRA	CTRA P0480	United States	TECHNIQUES FOR SECURELY SHARING FILES FROM A CLOUD STORAGE	15/353,464	11/18/2016	Utility: Non-Provisional	Issued
CTRA	CTRA P0489	United States	METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	14/835,003	8/25/2015	Utility: Non-Provisional	Issued
CTRA	CTRA P0489C1	United States	METHOD FOR SEAMLESS ACCESS TO A CLOUD STORAGE SYSTEM BY AN ENDPOINT DEVICE	16/040,970	7/26/2018	Utility: Non-Provisional	Issued
CTRA	CTRA P0489C2	United States	METHOD FOR SEAMLESS ACCESS TO A CLOUD STORAGE SYSTEM BY AN ENDPOINT DEVICE USING METADATA	16/280,627	3/22/2019	Utility: Continuation	Issued
CTRA	CTRA P0489CA	Canada	A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	2953031	12/20/2016	Utility: Foreign	Pending
CTRA	CTRA P0489CN	China	A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	201560938921.X	1/16/2017	Utility: Foreign	Issued
CTRA	CTRA P0489EP	European Patent Office	METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	15835868.6	12/26/2016	Utility: Foreign	Published
CTRA	CTRA P0489PCT	World Intellectual Property Organization	A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	PCT/US15/46711	8/25/2015	Utility: PCT	Published
CTRA	CTRA P1294	United States	SYSTEM AND METHOD FOR CACHE PRE-WARMING	14/790,415	4/22/2015	Utility: Non-Provisional	Published
CTRA	CTRA P1413	United States	CLOUD FILE TRANSFERS USING CLOUD FILE DESCRIPTORS	16/364,011	3/28/2019	Utility: Non-Provisional	Issued
CTRA	CTRA P1413C1	United States	CLOUD FILE TRANSFERS USING CLOUD FILE DESCRIPTORS	17/897,547	6/17/2022	Utility: Continuation	Published
CTRA	CTRA P1413EP	European Patent Office	CLOUD FILE TRANSFERS USING CLOUD FILE DESCRIPTORS	20162861.6	3/19/2020	Utility: Foreign	Issued
CTRA	CTRA P1519	United States	GLOBAL FILE SYSTEM FOR DATA-INTENSIVE APPLICATIONS	16/904,860	7/8/2019	Utility: Non-Provisional	Issued
CTRA	CTRA P1519EP	European Patent Office	GLOBAL FILE SYSTEM FOR DATA-INTENSIVE APPLICATIONS	20163977.3	3/18/2020	Utility: Foreign	Published
CTRA	CTRA P2080	United States	SYSTEM AND METHOD FOR DIRECT OBJECT TO FILE MAPPING IN A GLOBAL FILESYSTEM	17/644,196	12/14/2021	Utility: Non-Provisional	Published
CTRA	CTRA P2080PCT	World Intellectual Property Organization	SYSTEM AND METHOD FOR DIRECT OBJECT TO FILE MAPPING IN A GLOBAL FILESYSTEM	PCT/US2022/0602141	12/14/2022	Utility: PCT	Pending
CTRA	CTRA P2337	United States	BEHAVIORAL DETECTION OF MALWARE THAT PERFORMS FILE OPERATIONS AT A SERVER COMPUTER	18/345,617	6/30/2023	Utility: Non-Provisional	Pending

CTERA Networks Ltd

TRADEMARK
REEL: 008269 FRAME: 0660

EXHIBIT C

Trademarks

AttorneyRef	Country	Status	ApplicationNum	Title	FilingDate	IssueDate	PatentNum
CTRA T0939	United States	Issued	77617368	CLOUD ATTACHED STORAGE	19/11/2008	09/03/2010	3759519
CTRA T1999	United States	Allowed	90559967	UD Trademark Application - Kubefs	04/03/2021		
CTRA T2000	United States	Allowed	90560006	US Trademark Application - Kubefiler (word mark)	04/03/2021		

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EXHIBIT D

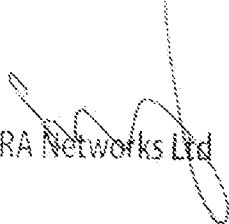
Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.


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