

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aqua Security Software Ltd.		10/20/2020	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5975347	AQUA	
Registration Number:	5975349		
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	10/21/2020		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 20, 2020 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **AQUA SECURITY SOFTWARE LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 2 Jabotinsky St., Ramat Gan 52520, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to (i) Grantor, (ii) **AQUA SECURITY SOFTWARE INC.**, a Delaware corporation ("US Borrower"), and (iii) **AQUA SECURITY SOFTWARE UK LTD** a company registered under the laws of England and Wales ("UK Borrower") (Grantor, US Borrower and UK Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement 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 "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor 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 Loan Agreement and the Debentures, 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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor'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;

(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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan 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 Loan Agreement, the Debentures 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).

[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.

GRANTOR:

AQUA SECURITY SOFTWARE LTD

DocuSigned by:
Dror Davidoff
FA049D8C2E0E41A...

By: Dror Davidoff

Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:
Ella Botham
E0FA1489D4DD443...

By: Ella Botham

Title: Vice President

[Signature Page – Intellectual Property Security Agreement – Aqua Security Software Ltd]

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Docket Number</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Status</u>	<u>Parent Number</u>	<u>Title</u>	<u>Publication Number</u>	<u>Publication Date</u>
67810-001 PUS1	15/083972	03/29/2016	10210322	02/19/2019	Granted - (G)	62/162897	METHOD AND APPARATUS FOR APPLYING APPLICATION CONTEXT SECURITY CONTROLS FOR SOFTWARE CONTAINERS	US-2016-0342786-A1	11/24/2016
67810-001 PUS2	16/199432	11/26/2018			Filed - (F)	15/083972	METHOD AND APPARATUS FOR APPLYING APPLICATION CONTEXT SECURITY CONTROLS FOR SOFTWARE CONTAINERS	US-2019-0095614-A1	03/28/2019
67810-002 PUS1	15/636694	06/29/2017	10534915	01/14/2020	Granted - (G)		SYSTEM FOR VIRTUAL PATCHING SECURITY VULNERABILITIES IN SOFTWARE CONTAINERS	US-2019-0005246-A1	01/03/2019
67810-003 PUS1	15/821255	11/22/2017			Filed - (F) Claims have been allowed.		SYSTEM FOR SECURING CONTAINERS WITH EMBEDDED AGENT	US-2019-0156023-A1	05/23/2019
67810-003 PUS2	(not filed yet)	(not filed yet)			Being prepared		SYSTEM FOR SECURING CONTAINERS WITH EMBEDDED AGENT		
67810-004 PUS1	15/864116	01/08/2018			Filed - (F)		SYSTEM FOR SECURING SOFTWARE CONTAINERS WITH ENCRYPTION	US-2019-0213319-A1	07/11/2019

						AND EMBEDDED AGENT		
67810-005 PUS1	16/128662	09/12/2018			Filed - (F)	CREDENTIAL SAFETY MANAGEMENT FOR SOFTWARE CONTAINERS	US-2020-0082071-A1	03/12/2020
67810-009 PUS1	16/838,903	04/02/2020			Filed	SYSTEM FOR ASSESSMENT OF POTENTIALLY UNWANTED APPLICATIONS INSIDE CONTAINERS USING SANDBOXING		
67810-010 PUS1	(not filed yet)	(not filed yet)			Being prepared	SYSTEM AND METHOD FOR ASSESSING SOFTWARE CONTAINER FOR VULNERABILITIES		

*Pending applications that have not yet been published.

EXHIBIT C

Trademarks

1. The Company owns a trademark registered with the European Union Intellectual Property Office for the word mark "AQUA SECURITY" (Reg. No. 015354723) under the Company's former name, Scalock Ltd.
2. See the chart below:

Mark	Goods / Services	Jurisdiction	Serial No.	Registration No.	Application Date	Registration Date
AQUA	<p><u>Class 9</u> - Downloadable software in the field of security solutions for virtual containers, namely, for the protection of containerized applications against internal and external threats. FIRST USE: 2016</p> <p><u>Class 42</u> - Providing online, non-downloadable software in the field of security solutions for virtual containers, namely, for ensuring the protection and security of containerized software applications against internal and external threats.</p>	US	88/355,682	5,975,347	March 25, 2019	February 4, 2020
	<u>Class 9</u> - Downloadable software in the field of security solutions for	US	88/356,361	5,975,349	March 26, 2019	February 4, 2020

Intellectual Property Security Agreement – Aqua Security Software Ltd

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	<p>virtual containers, namely, for the protection of containerized applications against internal and external threats.</p> <p><u>Class 42</u> - Providing online, non-downloadable software in the field of security solutions for virtual containers, namely, for ensuring the protection and security of containerized software applications against internal and external threats.</p>					
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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

None

None