

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AURA HOME, INC.		07/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Liquidity Capital II, L.P.		
Street Address:	30 SHESHET HAYAMIN BLVD.		
City:	BENI-BRAK (TEL AVIV DISTRICT)		
State/Country:	ISRAEL		
Postal Code:	5120261		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6099660	SAWYER	
Registration Number:	6127183	AURA	
Registration Number:	6124816	AURA	
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:	212-660-3052		
Email:	trademark@sullivanlaw.com		
Correspondent Name:	Michael S. Palmisciano		
Address Line 1:	1633 Broadway		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Michael S. Palmisciano		
SIGNATURE:	/Michael S. Palmisciano/		
DATE SIGNED:	07/18/2022		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, as it may be amended, restated, supplemented or otherwise modified from time to time (this "Agreement"), is executed as of this 15 day of July, 2022, by Aura Home, Inc., a Delaware corporation (together with its successors and permitted assigns, "Grantor"), to LIQUIDITY CAPITAL II, L.P. (together with its successors and assigns, "Lender").

RECITALS

A. In connection herewith, the Grantor, as borrower, is entering into that certain Master Agreement, dated on or about the date hereof, with Lender, pursuant to which Lender has agreed to make certain financial accommodations to Grantor on the terms and conditions set forth therein (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement"). It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor shall have entered into this Agreement in favor of the Lender.

B. Pursuant to the terms of a Security Agreement (the "Security Agreement") entered into in connection with the Credit Agreement, Grantor has granted to Lender 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 (as defined in the Security Agreement).

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 Grantor's obligations to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Lender under the Credit Agreement, Security Agreement and related documents, Grantor grants and pledges to Lender a first priority 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) All United States registered copyrights, copyright applications and copyright registrations, including but not limited to Grantor's United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Exhibit A attached hereto and all of Grantor's copyrights that are not registered in the United States Copyright Office, including derivative works, all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to Grantor in

connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto (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 patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Exhibit B attached hereto, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world (collectively, the “Patents”);

(e) Any registered trademark, trademark registration, trade name and trademark application (other than any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed)), registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Exhibit C attached hereto, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world (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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 Lender.

3. Authorization. Grantor hereby authorizes Lender to, along with prompt written notice delivered to the Grantor, (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral that 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 Credit Agreement and Security Agreement, which are hereby incorporated by reference. The provisions of the Credit Agreement and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and Security 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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party in connection with the execution and storage hereof.

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 New York,

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

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument under the laws of the State of New York as of the date first written above.

GRANTOR:

AURA HOME, INC.

By: chris@aurahomes.com
Name: Chris Johnson
Title: CFO

LENDER:

LIQUIDITY CAPITAL II, L.P.

By: Udi Gvirtz
Name: Udi Gvirtz
Title: Chief Financial Officer


By: 
Name: Oshri Harari,
Title: General Counsel & Chief Operating Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>	<u>Status</u>
<u>Picture frame</u>	<u>D949,578</u>	2022-04-26	Approved
<u>Mesh digital picture frame</u>	<u>D949,577</u>	2022-04-26	Approved
<u>Sub-clustering photographs for a digital picture frame</u>	<u>11,243,999</u>	2022-02-08	Approved
<u>Digital picture display system with photo clustering and filtering</u>	<u>11,144,269</u>	2021-12-30	Approved
<u>Digital picture frames and methods of frame setup</u>	<u>11,061,637</u>	2021-10-12	Approved
<u>Method and apparatus for epidemic and pandemic risk assessment</u>	<u>11,013,472</u>	2021-08-26	Approved
<u>Activity based medical monitoring</u>	<u>10,945,680</u>	2021-03-16	Approved
<u>Digital picture frame photograph clustering</u>	<u>10,853,404</u>	2020-12-01	Approved
<u>Automated routing and display of community photographs in digital picture frames</u>	<u>10,824,666</u>	2020-11-03	Approved
<u>Digital picture frame with improved display of community photographs</u>	<u>10,820,293</u>	2020-10-27	Approved
<u>Medical monitoring by location and activity pattern tracking</u>	<u>10,813,599</u>	2020-10-27	Approved
<u>Clustering and filtering digital photos by content and quality for automated display</u>	<u>10,592,186</u>	2020-03-17	Approved
<u>Method of deducing mobile user locations and user activities</u>	<u>10,506,382</u>	2019-12-10	Approved
<u>Automated user mobile device location tracking and reminders</u>	<u>10,505,880</u>	2019-12-10	Approved
<u>Automated mobile user location determination and events notification</u>	<u>10,499,210</u>	2019-12-03	Approved
<u>Digital picture frame with automated interactions with viewer and viewer devices</u>	<u>10,474,407</u>	2019-11-12	Approved
<u>Automated method of displaying personalized photos on a digital picture frame</u>	<u>10,467,986</u>	2019-11-05	Approved
<u>Clustering photographs for display on a digital picture frame</u>	<u>10,430,986</u>	2019-10-01	Approved
<u>Location and activity tracking for medical monitoring</u>	<u>10,314,550</u>	2019-06-11	Approved
<u>Automated location determination and electronic reminders</u>	<u>10,063,999</u>	2018-08-28	Approved
<u>Automated determination of mobile user locations and deduction of user activities at the user locations</u>	<u>10,051,433</u>	2018-08-14	Approved

<u>Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>	<u>Status</u>
<u>Automated determination of mobile user locations and notifications of social media member events</u>	<u>10.045.152</u>	2018-08-07	Approved
<u>Medical monitoring with location and activity tracking</u>	<u>10.039.504</u>	2020-10-27	Approved
<u>Digital picture frame</u>	<u>D818.723</u>	2018-05-29	Approved
<u>Combination digital picture frame and cable wall mount</u>	<u>D805.309</u>	2017-12-19	Approved
<u>Automated location and activity aware medical monitoring</u>	<u>9.498.163</u>	2016-11-22	Approved
<u>Automated personalized picture frame method</u>	<u>9.472.166</u>	2016-10-18	Approved
<u>Automated notification of social media member events</u>	<u>9.439.038</u>	2016-09-06	Approved
<u>Automated deduction of user locations and activities in a mobile positional social media method and system</u>	<u>9.420.015</u>	2016-08-16	Approved
<u>Automated sharing of user pictograms in a mobile positional social media system</u>	<u>9.386.052</u>	2016-07-05	Approved
<u>Method and system for tracking a mobile user</u>	<u>9.338.759</u>	2016-05-10	
<u>Automated electronic reminders for a mobile user</u>	<u>9.288.616</u>	2016-03-15	Approved
<u>Automated mobile positional social media method and system</u>	<u>9.225.789</u>	2015-12-29	Approved

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EXHIBIT D

Mask Works

None.